

IN THE UNITED STATES DISTRICT COURT  
DISTRICT OF SOUTH CAROLINA  
CHARLESTON DIVISION  
IN ADMIRALTY

CIVIL ACTION NO.: 2:20-cv-01968-BHH

SHIRRESE B. BROCKINGTON, AS )  
THE SPECIAL ADMINISTRATOR )  
OF THE ESTATE OF TIMOTHY )  
NEWSOME, )

Plaintiff, )

v. )

**AFFIDAVIT OF SCOTT TAYLOR**

CAROL ANN SWORD CORP., TODD )  
KEVIN BELAND AND DAY BOAT )  
SEAFOOD, LLC, )

Defendants. )  
\_\_\_\_\_ )

Personally appeared before me, who being duly sworn, deposes and says:

1. I am an owner of Day Boat Seafood, LLC and make this Affidavit based on my personal knowledge.
2. Day Boat Seafood, LLC is a Florida corporation with its principal place of business in Florida. The office is located in Lake Park, Florida and the marina facility is located in Fort Pierce, Florida.
3. Day Boat Seafood's business is as a marketing company that facilitates the movement of seafood from private boats to various wholesalers.
4. Day Boat Seafood had an "Operating Agreement" with Carol Ann Sword Corp. (the owner of the vessel F/V CAROLANN) (attachment A) that discussed how Day Boat Seafood would provision the vessel and distribute proceeds of the catch to the crew for the owner.
5. Day Boat Seafood did not did not own the vessel in question, did not control the vessel, and did not instruct the captain (Defendant Todd Kevin Beland) or crew about any aspects of the trip other than to inform captain Beland that a Federal Observer would accompany the vessel for the trip in question.

After captain Beland took off and left the Federal Observer on the dock, I attempted to contact captain Beland that he needed to fulfil the Federal Observer requirements. Beland did not acknowledge those attempts.

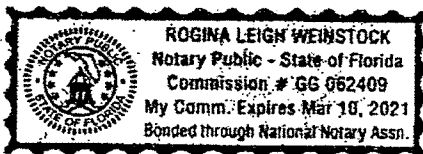
6. Day Boat Seafood did not have any employee or agent on the vessel, did not select the crew, and did not select the route taken by the captain or vessel. Other than the preceding paragraph, Day Boat Seafood did not have any interaction with the captain of the vessel because the captain ignored all communications from Day Boat Seafood. Day Boat Seafood also did not have any contact with any crew member (including Timothy Newsome) about the activities aboard the vessel until captain Beland called me to inform about Newsome's death. At that point, I told captain Beland he needed to make way to the nearest point, which the captain said would be Hampton, Virginia. I then informed the Federal and local authorities.
7. Day Boat Seafood does not own or lease property in South Carolina and does not have any offices, employees, or agents in South Carolina.
8. Day Boat Seafood also did not have any contact with South Carolina regarding these claims and had no knowledge about the residency of the captain or the crew.
9. The only business activity that Day Boat Seafood has had with the State of South Carolina during its operations would be the occasional purchase of product (swordfish and tuna) from one or two licensed South Carolina dealers. On those occasions, that product would have arrived by a common carrier to Day Boat Seafood's facility in Florida and Day Boat Seafood would not have taken possession of the property until it was delivered to its Florida facility.

FURTHER AFFIANT SAYETH NOT.

SWORN AND SUBSCRIBED )  
Before me on 11/13/20, 2020 )

Rogina Leigh Weinstock )  
Notary Public for Florida )  
My commission expires: )  
\_\_\_\_\_ )

Scott Taylor





Dixie Hwy., #16 • Lake Park, FL 33403 Tel: (561) 881-5777 • Fax: (561) 881-5779 • Email: info@dayboatseafood.net

## OPERATING AGREEMENT

This Operating Agreement dated March 16, 2017 is between Day Boat Seafood LLC and Carol Ann Sword Corp., and summarizes the services to be performed by Day Boat Seafood LLC in the management of the vessel known as Carol Ann (609121).

Day Boat Seafood LLC shall have no ownership in Carol Ann Sword Corp. or the vessel Carol Ann (609121) and shall have no responsibility for any existing debts or obligations of either Carol Ann Sword Corp. or the vessel Carol Ann (609121) including but not limited to crew liability.

Day Boat Seafood LLC is hereby authorized to perform the following services: dockage, sale of catch, vessel maintenance, settlement and distribution of crew wages, advances, and any and all decisions necessary to facilitate Carol Ann (609121) fishing activities.

Day Boat Seafood LLC may advance funds to the vessel for fuel, bait, tackle, ice, food, regular maintenance and any other decisions necessary for each trip. These expenses necessary to send the vessel fishing shall be known as trip expenses. The net proceeds (proceeds of sales less trip expenses) shall be divided in 50% crew; 50% owner and the crew will be paid less reimbursement for crew expenses (crew advances or funds crew receives that are not trip expenses (groceries)). It is agreed that a reserve in the amount of approximately one load out of the Carol Ann (609121) shall be established by Day Boat Seafood LLC. Day Boat Seafood LLC shall be reimbursed for all advanced funds. The remaining funds shall then be dispersed to Carol Ann Sword Corp., any net proceeds due to Carol Ann Sword Corp. will be paid on the fifteenth of each month. *RESERVE TO*

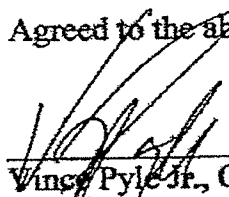
*BE TAKEN OUT OF 1st 4 trips (25% x 4)*

Carol Ann Sword Corp. agrees to allow Day Boat Seafood LLC to sell and distribute fish caught during a voyage. The return to Carol Ann (609121) will be based on the proceeds returned to Day Boat Seafood LLC from the sale of the fish. Major repairs will be split 50%/50% between Day Boat Seafood LLC and Carol Ann Sword Corp.

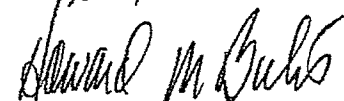
Day Boat Seafood LLC will charge a monthly management fee of \$750.00 whether or not the vessel fishes during the month.

This agreement may be terminated by either party with 10 days notice, however, it may not be terminated by Carol Ann Sword Corp. while advanced funds are outstanding and owed to Day Boat Seafood LLC.

Agreed to the above by:

  
\_\_\_\_\_  
Vince Pyle Jr., Carol Ann Sword Corp.

3/16/17  
\_\_\_\_\_  
Date

  
\_\_\_\_\_  
Howard M Bubis, Day Boat Seafood LLC

3/16/17  
\_\_\_\_\_  
Date



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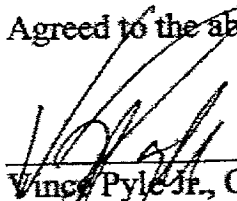
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Howard M Bubis, Day Boat Seafood LLC

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Date